

AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**SPECIAL ITEM NUMBER 132-33 – PERPETUAL SOFTWARE LICENSES**  
**SPECIAL ITEM NUMBER 132-50 – TRAINING COURSES**

FSC/PSC Class 7030 ADP SOFTWARE

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



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386-439-2525 \* FAX 386-439-0259  
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**<http://www.cardinalsystems.net/index.htm>**

Contract Number: **GS-35F-0135Y**

Period Covered by Contract: **January 17, 2012 through January 16, 2017**

General Services Administration  
Federal Acquisition Service

Price list current through Modification #\_\_\_\_\_, dated \_\_\_\_\_.

**Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at [https://www.gsaadvantage.gov/advantage/main/start\\_page.do](https://www.gsaadvantage.gov/advantage/main/start_page.do)**

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# INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

## **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([https://www.gsaadvantage.gov/advantage/main/start\\_page.do](https://www.gsaadvantage.gov/advantage/main/start_page.do)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

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### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Cardinal Systems, LLC  
701 North Oceanshore Boulevard  
Flagler Beach, FL 32136

Contractor must accept the credit card for payments equal to or less than the micropurchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micropurchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

T: 386- 439- 2525  
F: 386-439-0259

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### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 841235711

Block 30: Type of Contractor – B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

#### 1. Block 31: Woman-Owned Small Business - YES

Block 36: Contractor's Taxpayer Identification Number (TIN): 593662160

4a. CAGE Code: 3HWC6

4b. Contractor has registered with the Central Contractor Registration Database.

### 5. FOB: Destination

### 6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

132-33

DELIVERY TIME (Days ARO)

30 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

### 7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 1% 15 days Net 30

- b. Quantity: VR One mapping Software 2+ units additional 20%, All other products 2 + units additional 10%
- c. Dollar Volume Additional 1% on orders \$100,000. or more
- d. Government Educational Institutions Same
- e. Other none

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A**

**10. SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$100.00.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 – PERPETUAL SOFTWARE LICENSES

Special Item Number 132-50 – Training Courses maximum order amount is \$25,000.

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a Blanket Purchase Agreement (BPA) for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY / TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards issued by the U.S. Department of Commerce, National Institute of Standards and

Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee (IFF) does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed at time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4).

**16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>.

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Offered



Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Not applicable.

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order:

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

<p style="text-align: center;"><b>TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE</b></p>
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**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial price list will apply to this contract.

Limited Warranty. Cardinal warrants that, for a period of thirty (30) days from the date you receive the Software, the medium, if any, upon which the Software is provided to you by Cardinal will be free from defects in material and workmanship under normal use. Cardinal hereby limits the duration of any implied warranty on the medium to the period stated above. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. Cardinal's entire liability and your exclusive remedy as to the defective medium shall be, at Cardinal's option, either (i) return of the license fee paid or (ii) replacement of the medium that does not comply with the above limited warranty and which is returned to Cardinal with a copy of the receipt. If failure of the medium has resulted from accident, abuse or misapplication, Cardinal shall have no responsibility to replace the medium or to refund any license fee. Any replacement medium will be warranted for the remainder of the original warranty period or thirty (30) days from delivery of the replacement, whichever is longer. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

\*Note: The Limited Warranty has been expanded to include conformance of the software to the documentation: Beyond the 30 day warranty period issues with software are addressed through support.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866 361 2525 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 a.m. EST to 7:00 p.m. EST.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type):

  X   1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

\_\_\_\_\_ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of perpetual software licenses will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10)

calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

## **7. TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use

the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule price list, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **11. RIGHT-TO-COPY PRICING**

\*Cardinal Systems grants the Federal Government ordering activity the "Right to copy" each software license as purchased for the sole purpose of backup recovery. Additional software license discounts is/are listed beneath (1) the information for Ordering Activities section, paragraph 7, and (2) the GSA Pricing section herein."

## Vr Mapping Pricing

SIN #	Product Name/ Description	Proposed GSA Price (without IFF)	Proposed GSA Price (with IFF of .75%)
132-33	VrOne Mapping Software <sup>1</sup>	\$7,600.00	\$7,657.00
132-33	VrTwo Stereo Softcopy <sup>1</sup>	\$9,500.00	\$9,571.25
132-33	VrLidar-Lidar <sup>1</sup> for Photogrammetrists	\$9,500.00	\$9,571.25
132-33	VrLite <sup>1</sup> -VrOne, VrTwo Viewing	\$2,755.00	\$2,775.66
132-33	VrOrtho <sup>1</sup> -Orthophoto Production	\$5,225.00	\$5,264.19
132-33	VrAirTrig <sup>1</sup> -Aerial Trangulation Collection	\$5,225.00	\$5,264.19
132-33	VrAdjust <sup>1</sup> -Aerial Triangulation Adjustment	\$1,900.00	\$1,914.25
132-33	VrMosaic <sup>1</sup> -Image Stitching and Balancing	\$2,375.00	\$2,392.81
132-33	VrBalance <sup>1</sup> -image Balancing and Tone Matching	\$1,425.00	\$1,435.69
132-33	VrVolumes <sup>1</sup> - Computations between Surfaces	\$2,375.00	\$2,392.81
132-33	VrOne/MicroStation In/Out Translators <sup>1</sup>	\$2,375.00	\$2,392.81
132-33	VrAdS40 Module <sup>1</sup>	\$1,425.00	\$1,435.69
132-33	Support and Maintenance	*See Schedule Below	*See Schedule Below
132 50	Training customer site including installation (per day)	\$1,425.00	\$1,435.69
132 50	Training at our facility (per day)	\$855.00	\$861.41

**Quantity Discount: VR One Mapping Software 2+ units additional 20%, All other products 2 + units additional 10%. Additional 1% for orders of \$100,000 or more.**

<sup>1</sup> Cardinal Systems offers one year demonstration licenses of our software at no cost to federal government educational institutions (e.g., U.S. Naval Academy, West Point, etc). There is a restrictive requirement that these licenses shall be used as learning tools only (with geomatics programs) and must not be used for production of any type or for monetary gain.

Vr Mapping software support agreement

Always on instant support:

<b>Software Cost</b>	<b>Percentage</b>	<b>Support Cost Range GSA Price without IFF</b>	<b>Support Cost Range GSA Price with IFF</b>
<b>\$0 to \$25,999</b>	<b>15%</b>	<b>\$0 to \$3,900</b>	<b>\$0 to \$3,929.47</b>
<b>\$26,000 to \$50,999</b>	<b>12%</b>	<b>\$3,120 to \$6,120</b>	<b>\$3,143.58 to \$6,166.25</b>
<b>\$51,000 to \$75,999</b>	<b>10%</b>	<b>\$5,100 to \$7,600</b>	<b>\$5,138.54 to \$7,657.43</b>
<b>\$76,000 to \$100,999</b>	<b>8%</b>	<b>\$6,080 to \$8,080</b>	<b>\$6,125.94 to \$8,141.05</b>
<b>Over \$101,000</b>	<b>5%</b>	<b>\$5,050 and up</b>	<b>\$5,088.16 and up</b>



## **USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

### **PREAMBLE**

Cardinal Systems provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### **COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

**Jane S. Smith, [jane@cardinalsistemas.net](mailto:jane@cardinalsistemas.net), P:386-439-2525, F: 386-439-0259**



BPA NUMBER\_\_\_\_\_

**(CUSTOMER NAME)**  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s)\_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

## **BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.



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[www.cardinalsystems.net](http://www.cardinalsystems.net)



## Software Description

Vr Mapping is a collection of software applications written specifically for creating digital maps. The software was designed originally for the photogrammetry industry, and is the result of over 25 years of software development in this field. From its initial roots as an interface to stereo plotters, it has evolved into a full digital mapping toolset for multiple disciplines with worldwide customers from Government agencies and private mapping companies to NASA.

We offer in-depth comprehensive training in your offices or at our training facility in Florida and our dedicated Support Team provides prompt, thorough support services.

Detailed information on all our products may be found at: <http://www.cardinalsystems.net/index.htm>

A list of suggested equipment on which the software can be used may be found at:  
<http://www.cardinalsystems.net/help5/index.html?hardware.htm>

or email us at: [mailto:info@cardinalsystems.net?subject=Government%20Request for Information Vr Mapping Software](mailto:info@cardinalsystems.net?subject=Government%20Request%20for%20Information%20Vr%20Mapping%20Software)

The Vr Mapping software includes:

- |                           |   |
|---------------------------|---|
| <b>VrOne</b>              | <ul style="list-style-type: none"><li>• Vector collection, editing, batch processing, DTM, translation</li></ul>                                    |
| <b>VrTwo</b>              | <ul style="list-style-type: none"><li>• Static and roaming stereo with the power of VrOne</li></ul>   |
| <b>VrLiDAR</b>            | <ul style="list-style-type: none"><li>• An integration of LiDAR into Vr Mapping Software packages, VrOne and VrTwo</li></ul>                        |
| <b>VrLite</b>             | <ul style="list-style-type: none"><li>• A light combination of VrOne and VrTwo</li></ul>  |
| <b>VrOrtho</b>            | <ul style="list-style-type: none"><li>• Orthophoto production in a stand-alone package</li></ul>  |
| <b>VrAirTrig</b>          | <ul style="list-style-type: none"><li>• Aerial triangulation that is innovative yet familiar</li></ul>  |
| <b>VrAdjust</b>           | <ul style="list-style-type: none"><li>• Aerosys adjustment software is integrated directly with VrAirTrig to perform seamless adjustments</li></ul> |
| <b>VrMosaic</b>           | <ul style="list-style-type: none"><li>• Real-time seam line editing with mosaic, combine and balance</li></ul>                                      |
| <b>VrBalance</b>          | <ul style="list-style-type: none"><li>• Global image balancing inside VrMosaic or as a stand-alone program</li></ul>                                |
| <b>VrVolumes</b>          | <ul style="list-style-type: none"><li>• Fast, flexible volume calculations between surfaces</li></ul>   |
| <b>VrOne/MicroStation</b> | <ul style="list-style-type: none"><li>• Translators to convert files between VrOne and Microstation</li></ul>                                       |
| <b>VrADS40</b>            | <ul style="list-style-type: none"><li>• Using ADS40 stereo images with VrTwo</li></ul>  |



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### AUTHORIZED PRICE LIST

Product	Number of Licenses	Gov't. Cost Per License with IFF
<b>VrOne</b>	1	\$7,657.00
	2 or more	\$4,836.00
<b>VrTwo</b>	1	\$9,571.25
	2 or more	\$9,067.50
<b>VrLidar</b>	1	\$9,571.25
	2 or more	\$9,067.50
<b>VrLite</b>	1	\$2,775.66
	2 or more	\$2,629.58
<b>VrOrtho</b>	1	\$5,264.19
	2 or more	\$4,987.13
<b>VrAirTrig</b>	1	\$5,264.19
	2 or more	\$4,987.13
<b>VrAdjust</b>	1	\$1,914.25
	2 or more	\$1,813.50
<b>VrMosaic</b>	1	\$2,392.81
	2 or more	\$2,266.88
<b>VrBalance</b>	1	\$1,435.69
	2 or more	\$1,360.13
<b>VrVolumes</b>	1	\$2,392.81
	2 or more	\$2,266.88
<b>VrOne/MicroStation</b>	1	\$2,392.81
	2 or more	\$2,266.88
<b>VrADS40</b>	1	\$1,435.69
	2 or more	\$1,360.13
<b>Training - Customer's site (per day)</b>	1	\$1,435.69
	2 or more	\$1,360.13
<b>Training - Cardinal's site (per day)</b>	1	\$861.41
	2 or more	\$816.08



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## Vr Mapping software support agreement

Always on instant support:

Software Cost	Percentage	Support Cost Range GSA Price with IFF
\$0 to \$25,999	15%	\$0 to \$3,929.47
\$26,000 to \$50,999	12%	\$3,143.58 to \$6,166.25
\$51,000 to \$75,999	10%	\$5,138.54 to \$7,657.43
\$76,000 to \$100,999	8%	\$6,125.94 to \$8,141.05
Over \$101,000	5%	\$5,088.16 and up



# **FOR U.S. GOVERNMENT LICENSEES ONLY**

## **CARDINAL SYSTEMS SOFTWARE LICENSE AGREEMENT**

### **Vr Mapping Software**

This Software License Agreement (the "Agreement") is entered into and effective as of the date of the last signature below (the "Effective Date"), by and between Cardinal Systems, LLC, a Florida limited liability company (hereinafter "Cardinal"), with offices at 701 N. Oceanshore Boulevard, Flagler Beach, Florida 32136 and \_\_\_\_\_, an ordering entity authorized to place orders under the GSA Schedule contract Number \_\_\_\_\_, as represented by the Contracting Officer for the U.S. General Services Administration (hereinafter "you", "your" or "licensee"), with offices at \_\_\_\_\_.

#### **Software License**

##### **1. License Grant.**

- a. In consideration of payment of the license fee and your entering into this Agreement, Cardinal hereby grants to you, the licensee, a nonexclusive, nontransferable, limited right and license ("License") to use the version of the Vr Mapping software current as of the Effective Date (the "Software"), together with the operation instructions, user manuals, help files and all technical information and materials, in written or electronic form, provided by Cardinal to you and that are intended for use in connection with the Software (together, the "Documentation") on a single computer, with a single CPU, at a single location anywhere in the world, excluding India, Nepal, Bhutan, Sri Lanka and Bangladesh (the "Excluded Territory"). If the single computer on which you use the Software is a multi-user or network system, the License covers only one user on that single system. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) of that computer. Cardinal reserves all rights not expressly granted to you.
- b. There are technological measures in this Software that are designed to prevent unlicensed use of the Software. Cardinal will use those measures to confirm you have a legally licensed copy of the Software. If you are not using a licensed copy of the Software, you are not allowed to run the Software or future Software updates. Cardinal will not collect any personally identifiable information from your computer during this process.

2. Ownership of Software. As the licensee, you own the magnetic or other physical media on which the Software is originally or subsequently recorded or fixed, but Cardinal retains title to and ownership of the Software recorded on the physical media and all subsequent copies of the Software, regardless of the form or media in or on which the original and other copies may exist. The License is not a sale of the original Software or any copy. You acknowledge and agree that, as between the you and Cardinal, Cardinal retains the sole right, title and interest in and to the: (i) Software and Documentation, (ii) all patents, copyrights, trade secrets, and other intellectual property rights with respect to the Software and Documentation, and (iii) suggestions made by you for the Software, even if such suggestions are incorporated into subsequent versions of the Software; provided, however, that your data rights are subject to 48 CFR 52.227-14.

3. Copy Restrictions. The Software and Documentation are protected by United States and foreign patent, copyright, trade secret, and other intellectual property laws. Unauthorized

copying of the Software or Documentation, including Software that has been modified, merged, or included with other software, is expressly forbidden. You may be held legally responsible for any patent, copyright, trade secret, or other intellectual property infringement or misappropriation that is caused or encouraged by your failure to abide by the terms of this Agreement. Subject to these restrictions, and if the Software is not copy-protected, you may make one (1) copy of the Software solely for backup purposes, provided that the copy includes all copyright and proprietary rights notices embedded in the Software and that you reproduce any such notices on the physical media on which the copy is stored. You may not make any copies of the Documentation.

4. Use Restrictions. Upon prior written consent from Cardinal, you may physically transfer the Software from one computer to another located outside the Excluded Territory, provided that the Software is removed from the prior computer and you provide Cardinal with written certification of such removal. You may not electronically transfer the Software from one computer to another over a network. You may not, nor allow any third party to: (i) modify, adapt, translate, decompile, disassemble, or reverse engineer the Software; (ii) remove any product identification or proprietary rights notices; (iii) lease, lend, use the Software for timesharing or service bureau purposes; (iv) except with Cardinal's prior written permission, publish any performance or benchmark tests or analysis relating to the Software; or (v) otherwise use the Software or Documentation except as expressly provided herein. You may not distribute copies of the Software or Documentation to others. You may not modify, adapt, translate, or create derivative works based on the Documentation without the prior written consent of Cardinal.

5. Transfer Restrictions. You may not transfer, assign or delegate your rights or duties under this Agreement without the prior written consent of Cardinal; provided however, that you may assign your rights in whole (but not in part) to any entity that acquires substantially all of your stock or assets, or to the surviving corporation of any merger, consolidation or reorganization to which you are a party. No such assignment shall be effective unless (i) you notify Cardinal of the assignment in writing and (ii) the assignee agrees in writing to abide by the terms of this Agreement. Any assignment in violation of the foregoing shall be void.

6. Termination. This Agreement is effective until terminated. You may terminate this Agreement effective thirty (30) days after delivery of written notice to Cardinal in the event of a material breach by Cardinal that is not cured within such thirty (30) day period. Provided you are not an agency or instrumentality of the Federal Government, Cardinal may terminate this Agreement effective thirty (30) days after delivery of written notice to you in the event of a material breach by you that is not cured within such thirty (30) day period. Upon any termination, all of your rights to use the Software and Documentation shall immediately cease and you shall promptly destroy all copies of the Software and Documentation, including modified copies, if any. Any obligations to pay fees to Cardinal prior to termination, and the provisions of Sections 2, 3, 4, 8 and 9, shall survive termination of this Agreement for any reason. Termination is not an exclusive remedy and all other remedies will be available whether or not this Agreement is terminated.

#### Limited Warranty and Disclaimer

7. Limited Warranty. Cardinal warrants that, for a period of thirty (30) days from the date you receive the Software, the medium, if any, upon which the Software is provided to you by Cardinal will be free from defects in material and workmanship under normal use and the Software will substantially conform to the Documentation (the "Limited Warranty"). Cardinal

hereby limits the duration of any implied warranty to the period stated above. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. Cardinal's entire liability and your exclusive remedy under the Limited Warranty shall be, at Cardinal's option, either (i) return of the license fee paid or (ii) replacement of the Software that does not comply with the Limited Warranty and which is returned to Cardinal with a copy of the receipt. If failure of the medium has resulted from accident, abuse or misapplication, Cardinal shall have no responsibility to replace the medium or to refund any license fee. Any replacement medium will be warranted for the remainder of the original warranty period or thirty (30) days from delivery of the replacement, whichever is longer. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

8. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IF THE SOFTWARE OR DOCUMENTATION IS DEFECTIVE YOU, AND NOT CARDINAL OR ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARDINAL, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY SET FORTH IN SECTION 7 ABOVE. Cardinal does not warrant that the Software will meet your requirements, that your use of the Software will be uninterrupted, or that the operation of the Software will be error-free or secure. Further, Cardinal does not warrant, guarantee, or make any representations regarding the results of the use of the Software or Documentation in terms or correctness, accuracy, reliability, currency, or otherwise. The entire risk as to the results and performance of the Software is assumed by you.

9. **LIMITATION AND EXCLUSION OF LIABILITY.** The aggregate liability of Cardinal, its resellers, and anyone else who has been involved in the creation, production, marketing, distribution, or delivery of the Software, for damages arising from any cause of action whatsoever relating to the Software or this Agreement shall be limited to the amount actually paid by you for the License of the Software. NEITHER CARDINAL NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, MARKETING, DISTRIBUTION, OR DELIVERY OF THE SOFTWARE SHALL BE LIABLE FOR LOSS OF OR DAMAGE TO RECORDS OR DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### General Provisions

10. **UCITA Opt Out.** The Uniform Computer Information Transactions Act ("UCITA") shall not apply to this Agreement or any performance hereunder, and the parties expressly opt out of the applicability of UCITA to this Agreement.

11. Severability. If a provision of this Agreement or portion thereof is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Export Controls. The Software is subject to U.S. export control laws and regulations and licensee agrees to comply with all such applicable laws and regulations.

13. U.S. Government Restricted Rights. The Software and Documentation are provided with "Restricted Rights." Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Cardinal Systems, LLC.

14. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

15. Entire Agreement. This Agreement as incorporated into the GSA Schedule 70 Contract represents the entire agreement between the parties with respect to the subjects herein, and expressly supersedes and cancels any prior oral or written agreements on the subjects herein. Each party acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Other than as specified herein, this Agreement may only be supplemented or modified by an amendment in writing executed by the parties.

[Signature page follows]

Witness the following signatures:

Cardinal Systems, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Licensee: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **FOR U.S. GOVERNMENT LICENSEES ONLY**

### **CARDINAL SYSTEMS SOFTWARE SUPPORT AGREEMENT**

#### **Vr Mapping Software**

This Software Support Agreement (the "Agreement") is entered into and effective as of the date of the last signature below (the "Effective Date"), by and between Cardinal Systems, LLC, a Florida limited liability company (hereinafter "Cardinal"), with offices at 701 N. Oceanshore Boulevard, Flagler Beach, Florida 32136 and \_\_\_\_\_, an ordering entity authorized to place orders under the GSA Schedule contract Number \_\_\_\_\_, as represented by the Contracting Officer for the U.S. General Services Administration (hereinafter "you", "your" or "licensee"), with offices at \_\_\_\_\_, and sets forth the terms and conditions on which Cardinal will provide you maintenance and support services for the Vr Mapping software (the "Software") licensed to you by Cardinal pursuant to the separate Software License Agreement entered into between you and Cardinal (the "License Agreement"). This Agreement does not cancel or change any terms or conditions previously set forth in the License Agreement, and shall terminate upon any termination of the License Agreement. Capitalized terms not specifically defined below have the same meaning as in the License Agreement.

#### **Maintenance Services**

1. Services. In consideration for your payment of fees pursuant to Section 5 below and your entering into this Agreement, Cardinal shall provide the maintenance and support services described in this Section 1 ("Maintenance Services") directly, or through its resellers or contractors.

a. Access to Support. During normal business hours (9:00 a.m. to 5:00 p.m. Eastern Time, Cardinal-designated holidays excepted), Cardinal will provide you with technical assistance by telephone regarding the installation and use of the Software in accordance with the license terms set forth in the License Agreement, the identification of Software problems, and the reporting of Bugs. You may access support via telephone or electronic mail, at the support numbers, locations, and addresses set forth on the Cardinal website or as communicated to you from time to time by Cardinal. The cost of communicating with Cardinal will be your responsibility and is not included in the Maintenance Services fees. If support staff is not available at the time of your call, support staff will endeavor to return the call within 24 hours. Cardinal is not obligated to provide on-site support of the Software, nor is Cardinal obligated to provide support for the operating system or hardware upon which the Software is installed.

b. Software Updates and Enhancements. Cardinal may, from time to time, release Updates or Enhancements. "Updates" means object code versions of the Software that have been developed by Cardinal to correct Bugs (i.e., errors in the Software) and that have been commercially released to Cardinal's other licensees of the Software with a change in the first or second digit of a version number (e.g., from 4.0 to 4.1). "Enhancements" means the object code versions of the Software that have been customized, enhanced, or otherwise modified by Cardinal to include additional functionality in the Software, and that have been commercially released to Cardinal's other licensees of the Software with a change in the first or second digit of a version number (e.g., from 4.0 to 5.0). Cardinal will endeavor to notify you when an Update or Enhancement has been released. Updates will be available to you at no additional charge. Enhancements will be available in accordance with Cardinal's charges as set forth in the GSA Schedule 70 Contract. You are not required to accept any Update or

license any Enhancement. Cardinal will make available to you any Updates or Enhancements which have been commercially released by Cardinal to licensees of the Software.

## 2. Retirement of Releases and Software.

a. Releases. Cardinal will provide Maintenance Services for the Software version from the date the version becomes generally available until such version is retired. Cardinal may retire (i.e., discontinue problem determination and Bug fixes) prior commercial releases of the Software as follows: (i) two (2) months after the commercial release of an Update; and (ii) no sooner than six (6) months after the commercial release of an Enhancement.

Notwithstanding the foregoing, Cardinal will provide telephone support, during normal business hours, with respect to questions regarding the "how-to" use of a retired release of the Software for six (6) months following its retirement.

b. [Reserved.]

3. Term and Termination. Subject to Cardinal's receipt of payment for Maintenance Services in accordance with Section 5, Cardinal will provide Maintenance Services during the term of this Agreement which shall be for a period one (1) year from the Effective Date. Maintenance Services shall terminate automatically upon any termination or expiration of this Agreement.

4. Fees. The fee for Maintenance Services will be as specified by Cardinal or its reseller and must be paid by you prior to Cardinal's provision of any Maintenance Services. Maintenance Services fees will be billed on an annual basis, payable in advance and due within thirty (30) days of the date of invoice. The Maintenance Services provided by Cardinal under this Agreement are software maintenance as a product (SMaP).

5. Transfer Restrictions. You may not transfer, assign or delegate your rights or duties under this Agreement without the prior written consent of Cardinal; provided however, that you may assign your rights in whole (but not in part) to any entity that acquires substantially all of your stock or assets, or to the surviving corporation of any merger, consolidation or reorganization to which you are a party; provided that such entity acquires all of your rights under the Software License. No such assignment shall be effective unless (i) you notify Cardinal of the assignment in writing and (ii) the assignee agrees in writing to abide by the terms of this Agreement. Any assignment in violation of the foregoing shall be void.

## **Exclusions and Disclaimers**

6. Exclusions. Cardinal will have no obligation to support (i) Software modified other than as specifically directed or approved in writing by Cardinal; (ii) use of the Software other than in strict accordance with the Documentation; or (iii) Software installed on any computer hardware or used in combination with any other software, except as specified in the Documentation.

7. DISCLAIMER. THIS AGREEMENT CONSTITUTES A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. You acknowledge and agree that under no circumstances does Cardinal or its resellers represent or warrant that all Bugs can be remedied.

8. Limitation and Exclusion of Liability. The aggregate liability of Cardinal, its resellers, and anyone else who has been involved in the creation, production, marketing, distribution, or delivery of the Software or Maintenance Services, for damages arising from any cause of action whatsoever relating to the obligations of Cardinal and/or its resellers to provide Maintenance Services shall be limited to the amount paid by you for such Maintenance Services for the year in which the cause of action arises. NEITHER CARDINAL NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE

SOFTWARE OR MAINTENANCE SERVICES SHALL BE LIABLE FOR LOSS OF OR DAMAGE TO RECORDS OR DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR RECEIVE THE MAINTENANCE SERVICES, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **General Provisions**

9. UCITA Opt Out. The Uniform Computer Information Transactions Act ("UCITA") shall not apply to this Agreement or any performance hereunder, and the parties expressly opt out of the applicability of UCITA to this Agreement.

10. Severability. If a provision of this Agreement or portion thereof is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

12. Entire Agreement. This Agreement as incorporated into the GSA Schedule 70 Contract represents the entire agreement between the parties with respect to maintenance and support services for the Software, and expressly supersedes and cancels any prior oral or written agreements on the subjects herein. Each party acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Other than as specified herein, this Agreement may only be supplemented or modified by an amendment in writing executed by the parties.

[Signature page follows]

Witness the following signatures:

Cardinal Systems, LLC

Licensee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_